

RFCS Contract No. 229944

Amendment 104

Agreement for Conditional Full System Acceptance

This Agreement is entered into this 17th day of November, 2010, by and between ERG Transit Systems (USA) Inc, a California corporation and wholly owned subsidiary of Vix-ERG Pty Ltd, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

Recitals

A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.

B. On July 16, 2010, the Parties signed "Amendment #62" regarding Full System Acceptance Testing.

C. The Agencies are willing to issue a Conditional Full System Acceptance (FSA) for the development phase of the Contract subject to the exceptions, terms and conditions set forth herein.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to the above Recitals, which are incorporated by reference herein, and the following terms.

1. The Conditional Full System Acceptance (FSA) hereby granted is subject to the exceptions and other terms and conditions stated herein.
2. One million dollars U.S. (\$1,000,000) will be withheld from the FSA Milestone payment until the CST Element is accepted, which shall require satisfaction of the following:
 - a. compliance with the CST Corrective Action Plan (attached hereto as Attachment A) as documented in a summary report of all findings and recommendations; and
 - b. the CST Element meets the KPI standard of 5,000 MOHBF for a period of eight (8) consecutive weeks and has no Severity 1 or 2 DEVIs assigned to it at the point in time when it meets the KPI standard for the eighth consecutive week, all as provided in Amendment #62.
3. In addition to the amount withheld under Section 2, five hundred thousand dollars U.S. (\$500,000) will be withheld from the FSA Milestone payment until all of the following requirements are satisfied:
 - a. DEVIs listed in Attachment B attached to this Agreement are resolved and closed by agreement of the Agencies to the extent there are no Severity 1 and 2 DEVIs and not more than sixty (60) Severity 3 and 4 DEVIs that have not been closed with Agency agreement;
 - b. satisfaction of all the following requirements related to the P-FTP Element:
 - i) reaching agreement with the Agencies on a P-FTP Corrective Action Plan;
 - ii) completion of the requirements of said Plan; and
 - iii) the P-FTP Element meets KPI of 30,000 MOHBF for eight (8) consecutive weeks and has no Severity 1 or 2 DEVIs assigned to it at the point in time when it meets the KPI standard for the eighth consecutive week, all as provided in Amendment #62.
 - c. Contractor has identified a new SAFTP screen option that is Contract-compliant and is replacing screens in accordance with the Contractor plan described below and the Contractor agrees to reimburse the Agencies for their Return Material Authorization (RMA) costs incurred to return SAFTP devices which have suffered vandalism due to noncompliant materials:

VIX ERG are currently testing alternate materials. ERG will continue to replace screens until an alternative solution is provided. Once the alternative solution is provided, VIX ERG will replace screens on each vandalized unit when it is returned to VIX ERG. VIX ERG are currently assessing two options, one from 3M which is an Anti-Graffiti Film and a Tempered Toughened Glass alternative, which we are expecting samples for very soon from China. Once we have a preferred solution, VIX ERG will replace the screens as SAFTPs are returned to VIX ERG for maintenance.

d. Submittal to the Agencies of a revised SAS 70 Type I audit report and other documentation of the resolution of all deficiencies, exceptions and issues identified in the audits/assessments made under SAS 70, PCI and the Moss/Adams Security audit, all in accordance with Section 11.2(c) of Amendment 62.

4. The Contractor agrees to Amendment #94, attached as Attachment C, effective with any Change Requests, Change Orders or Amendments signed by the agencies on or after November 15, 2010. With regard to any Change Requests, Change Orders or Amendments signed prior to November 15, 2010, Contractor waives any claims for compensation for hours expended by any person in any position on project management, contract administration, accounting, scheduling, and other administrative activities, including but not limited to any hours expended by the Contractor's Operations Manager, Contract Manager, Project Accountant, Project Scheduler, and Purchasing Clerk/Administrative Assistant.

5. Upon submittal of all documents required under the Contract to demonstrate that Contract-compliant insurance is in effect, the Contractor may replace the current \$8M Letter of Credit with (a) a \$1M Letter of Credit to remain in effect or be renewed to cover the Warranty Period including the Warranty Period for the CST Element; and (b) a \$1M Letter of Credit for the life of the Contract, each subject to Agency approval, provided the Contractor agrees to be responsible for and the Agencies will not be required to reimburse any bank fees or other costs and expenses related to these two Letters of Credit.

6. The Warranty Period will commence December 1, 2010, except for the CST and its peripherals which shall start the Warranty Period upon acceptance as provided in Section 2 above.

7. An invoice for the FSA Milestone, less the withholdings noted below, will be payable upon: (a) satisfactory escrow deposit; (b) submittal of executed bills of sale for all equipment covered by the invoice; (c) Agency approval; and (d) the submittal of all documents required under the Contract to demonstrate that Contract-compliant insurance is in effect.

8. The Contractor agrees that with this Agreement for Conditional FSA, it will no longer refrain from administering and performing new work requested by the Agencies and will hereafter exercise its best efforts to promptly perform the analysis and new work authorized by the Agencies. In particular, but without limitation, the Contractor agrees to the following actions by the dates indicated:

a. November 16, 2010

RFCS 582 Mifare Ultralight C Disposable Card Assessment - Contractor shall provide its RFI Response

RFCS 617 Intercity Transit Olympia Express Service - contractor shall commence its Preliminary Analysis

RFCS 625 Analysis of Web Recommendations - Contractor shall provide its RFI Response

b. March 18, 2011

RFCS 614 UW Cards - implement with MR-14 Release all System changes needed to enable the Agencies, at their option, to preclude registration of cards issued to particular Business Accounts by indicating same via the Lead Agency portion of the Business Account Website.

RFCS 390 KCM FlexSmart Card -Implement with MR-14 Release all System changes needed to accommodate the new card type for King County employees.

RFCS 558 Accepting Metro Access Pass on Sound Transit services - Implement solution with MR-14 Release

RFCS 523 Card Group Management Documentation - Implement solution with MR-14 Release

9. This Agreement controls in the event of any inconsistency with Amendment #62 or the Contract.

10. The amounts withheld under this Agreement reflect that certain Work has not been completed or is not compliant with the Contract. Said amounts are not, and shall not be construed to be, a limitation on, waiver of or establishment of a liquidated or actual amount of damages or potential damages or costs incurred of any Agency related to Contractor's failure to complete said Work or otherwise comply with the Contract requirements. The Agencies reserve all their rights at law and under the Contract.

11. This Agreement for Conditional Full System Acceptance, the Contractor's performance of any obligations hereunder and any payment by the Agencies shall not constitute a waiver or release of Contractor's ongoing obligations under Section 6.III-1.5.4, "Corrective Action," which shall remain in effect for the duration of the Contract.

IN WITNESS WHEREOF, authorized representatives of the agencies and the contractor have signed their names in the spaces provided below.

ERG Transit Systems (USA) Inc.

By: [Signature]

Its: VICE PRESIDENT

Date: 17th Nov, 2010

The Agencies

By: [Signature]

Its: ORCA Operations Manager

Date: November 17, 2010

Conditional FSA Agreement/RFCS Contract No. 229944

Attachment A

CST Corrective Action Plan

1. The Contractor has provided its "Customer Service Terminal (CST) Analysis," dated October 29, 2010 (SEA-06545. v.1.0) (hereinafter referred to as "Contractor's Analysis"). The Contractor agrees to perform the actions described in the Contractor's Analysis (as may be modified in this Plan) and any other actions included in this Plan.
2. The Contractor shall identify a person from its Perth staff who will be responsible for implementing this Plan. The Contractor's Perth staff and any other Contractor personnel involved in performing the actions described in the Contractor's Analysis and this Plan, shall provide a status report via a weekly telephone call with Agency representatives at a mutually agreeable time.
3. The Contractor shall continue to monitor Metrix tickets on a daily basis and address Metrix tickets and DEVI's as they are raised.
4. The Contractor shall continue to analyze trends in failures to determine specific areas for improvement in reliability and performance. To assist in the identification of the root cause of issues, the Contractor shall review code to determine additional logging and error recovery opportunities.
5. The Contractor shall investigate the use of an automated test tool and automated test procedures for the CST so that high volume regression testing can be carried out.
6. The Contractor shall identify improvements to the CST connection with the camera so that any communication loss doesn't result in the CST requiring a reboot.
7. To reduce interrupted or degraded communications among the devices that make up each CST installation, the Contractor shall visit and inspect each CST installation to assess the connections with peripherals and insure that all connections are robust and secure by December 31, 2010.
8. The Contractor shall perform the following replacements identified in Section 4 of the Contractor's Analysis:
 - a. All PCI cards for internal USB ports replaced with up-to-date models of same by December 31, 2010;
 - b. All USB DRMM memory sticks replaced with internal SATA hard drives by March 31, 2011; and
 - c. All Beta Test CST UPS batteries shall be replaced by March 31, 2011

9. The Contractor shall replace nine (9) existing printers with the XID 9300 model printers (or other printer as approved by the Agencies) as follows:

- a. Replace four (4) XID 440 model printers at the Agencies by March 31, 2011
- b. Replace the KSC XID 580i model printer at KCM by March 31, 2011
- c. Replace the two (2) XID 440 model printers and two (2) XID 580i model printers in the Mail Center by March 31, 2011.

10. The Contractor shall make the following location/configuration changes to the CSTs/printers at KCM/Mail Center by March 31, 2011:

- a. Relocate the Mail Center CST (KCM-KMC-003) to a corner workstation in the Mail Center office (note: this CST will not have a printer attached to it)
- b. Install two (2) of the new printers on CST KCM-KMC-001 so that Mail Center orders can be assigned to both printers from that CST
- c. Install one (1) of the new printers on CST KCM-KMC-002 so that Mail Center orders can be assigned to it from that CST
- d. Install one (1) of the new printers on CST KCM-KSC-009 (note: this printer will be configured to do RRFP printing as a default, but have the capability to also do Mail Center orders to back up the 3 printers remaining in the Mail Center)
- e. Add the CIPP application to CST KCM-KSC-009
- f. Configure all Mail Center CSTs to print RRFPs on the printer attached to CST KCM-KSC-009
- g. Configure CST KCM-KSC-001 to print RRFPs on the printer attached to CST KCM-KSC-009 as a back up to the KSC RRFP printer on the counter
- h. Update all documentation including the CST User Manual instructions for switching to back up printers.

11. The Contractor will investigate using Ethernet connections to network printers. If the XID 9300 model printer cannot be networked, the Contractor shall propose other options including: **1)** an alternative printer that can be networked, and **2)** an alternative method to allow printing RRFPs on either the KSC RRFP printer or the printer attached to CST KCM-KSC-009.

RFCS Issues List as of 11/16/2010 - Conditional FSA Agreement - Attachment B

Severity	DEVI #	State	Originating Area	Product Area	Title	Agency/ ERG	Date Sub	ERG Owner	Bus Ppty	Planned Release	Scheduled Release	Comment
2-Important	DEVI-057654	Request_Close	Production	CST	CST - Multiple issues with selling more than 5 items (Call #154917)	KCM	8/27/09	ealugur	U	MaintRel12	SEA.24.1.0	01-Nov-10 - Request_Close - Serialized Non-RFCS Item Number Never Printed On Receipts
2-Important	DEVI-060255	Open	Production	Access Control	Audit - Transition Activity - Enforce Policy to Remove/Disable Inactive User Accounts	ERG	2/11/10	shille	U	NOT APPLICABLE	SB0019-OCT-100	11-Oct-10 - Open - Updated 'Scheduled Release' to SB0019-OCT-100
2-Important	DEVI-062624	Request_Close	Production	PFTP - Psion	PFTP - No Longer Meets KPI Goal (#2155)	RT	9/7/10	ealugur		NOT APPLICABLE	FO-PFTP-KPI-GOAL	14-Oct-10 - Request_Close - Issues are Already Counted in Existing Issues (DEVI's and MCs)
2-Important	DEVI-063520	Request_Close	Production	CST	CST - Unknown Exception Error (Call #206101)	PT	10/26/10	ealugur		MaintRel12	SEA.24.2.7	09-Nov-09 - Request_Close - Implemented to RTB as SEA.24.2.7 (MR12) - Req Verify to Close
2-Important	DEVI-063642	Request_Close	Production	CST	CST - E-purse payment value shows as change (Call #206838)	CT	11/4/10	tmcauley		MaintRel12	SEA.24.2.7	10-Nov-10 - Request_Close - Unable To Reproduce, Logging Implemented -Request_Close New Issue
2-Important	DEVI-063655	Implemented	Production	Back_Office_Application	Recovery of regional pass on Institutional card result in linking process unable to find pass add to apportion (Call #207106)	PT	11/4/10	nkerr		MaintRel13		
2-Important	DEVI-063663	Request_Close	Production	ACH File	FinMan: Duplicate Daily Sweeps for Retailers (ERG)	ST	11/5/10	ealugur		NOT APPLICABLE	FIN-DUP-DS-RET	11-Nov-10 - Request_Close - Updated 'Scheduled Release' to FIN-DUP-DS-RET
2-Important	DEVI-063721	Implemented	Production	CST	CST - Remote replacement of pending products produce \$0 transaction value for issue UD (Call #207106)	PT	11/10/10	ealugur		MaintRel13	SEA.25.1.0	
2-Important	DEVI-063738	Open	Production	Cardholder Website	CHW - Reset Password is not working consistently [call#206463]	ST	11/12/10	ksirikum		MaintRel13		
2-Important	DEVI-063775	Open	Production	Cardholder Website	CHW - Website put into an error page re-direction loop by a Sound Transit external monitoring program (Call #207951)	RT	11/15/10	ksirikum		Undetermined		
3-Routine	DEVI-037422	Request_Close	BETA	DRC (Disaster Recovery Center)	DRC Testing - Lack of Formal Documentation (ERG)	ERG	5/4/07	pdowney	H	NOT APPLICABLE	OPS-DEVI-DR C	09-Nov-10 - Request_Close - Documentation submitted to Agencies.
3-Routine	DEVI-056602	Open	Production	CST	CST - Packing Slip Printing 'Processing Date' In Incorrect Field (Call #149083)	KCM	6/30/09	tmcauley	U	MaintRel14		12-Nov-10 - Open - Requested information has been provided
3-Routine	DEVI-056906	Open	Production	Back_Office_Application	Audit - Analyze the members of the Domain Admins security group (ERG)	ERG	11/2/09	shille	U	NOT APPLICABLE	MA-SEC-2400	07-Oct-10 - Open - Updated 'Scheduled Release' to MA-SEC-2400
3-Routine	DEVI-059148	Request_Close	P2-R1-RTB	Not Specified	PT SAARs Retailers - Update to Daily Sweep [Matrix Calls #159487, #160599]	ST	11/16/09	pdowney	H	NOT APPLICABLE	TRU-SWEEP-SAARS	09-Nov-10 - Request_Close - SAARs retailers are now a Daily Sweep Schedule. The PT TRUs are configured as Weekly, per the TRU Checklist for each location.

Severity	DEVI #	State	Originating Area	Product Area	Title	Agency/ ERG	Date Sub	ERG Owner	Bus Prty	Planned Release	Scheduled Release	Comment
3-Routine	DEVI-059811	Open	Production	HP Openview	Audit - Evaluate for Compliance Against CDRL 31 - Table 24: Device Security Events/Alarms (ERG)	ERG	1/8/10	pdowney	U	NOT APPLICABLE	MA-SEC-2500	07-Oct-10 - Open - Updated 'Scheduled Release' to MA-SEC-2500
3-Routine	DEVI-060443	Open	Production	GAK	GAK - Transaction time is greater than 300ms (call #180533)	WSF	2/26/10	abailar	H	MaintRel15		15-Nov-10 - Open - Re-opening until the next step is agreed with the Agencies.
3-Routine	DEVI-060575	Open	Production	Access Control	Audit - Provide Agency Security Group Membership Data for Agency Review (ERG)	ERG	3/12/10	shille	U	NOT APPLICABLE	MA-SEC-2700	21-Oct-10 - Reject_Close - Agency does not agree to close - Open
3-Routine	DEVI-060622	Request_Close	Production	Security	Audit - Arrange scan of backup servers (ERG)	ERG	3/17/10	ealugur	U	NOT APPLICABLE	MA-SEC-2800	04-Nov-10 - Request_Close - Quarterly Scans For PCI Will Include DR Servers
3-Routine	DEVI-060786	Open	Production	SAFTP	SAFTP - Plastic Display is Easily Scratched (call #174924)	CT	4/7/10	gbertino	U	NOT APPLICABLE	FO-SAFTP-DI SP	21-Oct-10 - Reject_Closure - cannot agree to close - OPEN
3-Routine	DEVI-060791	Implemented	Production	OBFTP	OBFTP - Select Trip On Shift Inconsistencies (ERG)	ERG	4/7/10	ealugur		MaintRel13	SEA.25.1.0	12-Nov-10 - Implemented - Available in MaintRel13, Scheduled Release SEA.25.1.0
3-Routine	DEVI-061197	Implemented	Production	SAFTP	SAFTP - Last add value fields populated incorrectly (Call #196788)	KCM	5/10/10	aserrain		MaintRel13		New Issue
3-Routine	DEVI-061540	Open	Production	Cardholder Website	CHW - Youth Card With No Date Of Birth Validated As Youth, Should Be Adult (Call #191809)	PT	6/7/10	predding		MaintRel14		14-Oct-10 - Open (Info_Provided) - Agencies have Responded to the RFI
3-Routine	DEVI-061689	Open	Production	Institutional Website	BAW - Extending date for Agreement doesn't change Passport dates everywhere[call#192715]	KCM	6/18/10	predding		MaintRel14		27-Aug-10 - Awaiting_Info - ERG RFI 438 Using Whitelist of Product Validity submitted for Agency review and solution approval
3-Routine	DEVI-061788	Implemented	Production	REPORTS	Reports - Device Faults Agency Work Order Field (ERG)	RT	6/27/10	ealugur		MaintRel13	SEA.25.1.0	28-Oct-10 - Implemented - Available in MaintRel13, Scheduled Release SEA.25.1.0
3-Routine	DEVI-061827	Request_Close	Production	Actionlisting	Actionlisting - Expired Range Unblock Not Regenerating Previous Range Block (Call #193993)	KCM	6/30/10	ealugur		MaintRel12	SEA.24.1.0	25-Oct-10 - Request_Close - Agencies Cannot Verify Until Actionlist Expires 01-Dec-10
3-Routine	DEVI-061889	Open	Production	PFTP - Psion	PFTP error message: application sdcswc.exe performed an illegal operation (call #194920)	WSF	7/8/10	ssringar		NOT APPLICABLE	DEV-PFTP-E M-IO	07-Oct-10 - Reject_Closed - Issue occurring in Production - OPEN
3-Routine	DEVI-062012	Open	Production	System and Network Monitoring	DAC - UPS Communications cable to be swapped (ERG)	ERG	7/20/10	owoldeit		NOT APPLICABLE	BO-DEVI-LUPS -CABLE	07-Oct-10 - Open - Updated 'Scheduled Release' to BO-DEVI-LUPS-CABLE
3-Routine	DEVI-062013	Open	Production	Site Computer	DAC - SAM to be swapped in PIT-LCB-DAC-001 (ERG)	ERG	7/20/10	mhubert		NOT APPLICABLE	BO-DEVI-DAC -SAM	07-Oct-10 - Open - Updated 'Scheduled Release' to BO-DEVI-DAC-SAM
3-Routine	DEVI-062020	Request_Close	Production	DDU	DDU - Potential display problems due to ethernet packet loss (Call #196632)	KCM	7/20/10	ealugur		MaintRel12	SEA.24.1.0	15-Nov-10 - Request_Close - Explanation Provided - Request Verification this Issue May Be Closed
3-Routine	DEVI-062037	Implemented	Production	Call Center Website	Websites - Blocked Application Validation On Websites (Call #200133)	KT	7/21/10	ealugur		MaintRel13	SEA.25.1.0	28-Oct-10 - Implemented - Available in MaintRel13, Scheduled Release SEA.25.1.0

Severity	DEVI #	State	Originating Area	Product Area	Title	Agency/ ERG	Date Sub	ERG Owner	Bus Prty	Planned Release	Scheduled Release	Comment
3-Routine	DEVI-062179	Request_Close	Production	Back_Office_Ap plication	DMCG - Device Variables Not Populating (Call #197481)	SOT	8/3/10	ealugur		MaintRel12	SEA.24.1.0	11-Nov-10 - Request_Close - Implemented as SEA.24.1.0 (MR12) - Req Verify to Close
3-Routine	DEVI-062296	Open	Production	Institutional Website	BAW - Multiple Issues Accessing Almost Every Morning Between 6/18 and 6/25 (MC# 193713)	KCM	8/11/10	shille	?	NOT APPLICABLE	DEV-BAW-ACCESS	13-Oct-10 - Open - Removed Activity ID from 'Dependent DEVis' to 'Scheduled Release' (DEV-BAW-ACCESS)
3-Routine	DEVI-062299	Open	Production	REPORTS	Reports - ORCA Boarding by Fare and Passenger Type totals do not match (Call #195832)	KT	8/11/10	asmith		MaintRel14		10-Nov-10 - Open - issue is still occurring in production - Re-Opened
3-Routine	DEVI-062301	Implemented	Production	Back_Office_Ap plication	Autoload threshold not as DR1A (#2153)	RT	8/11/10	ealugur		MaintRel13	SEA.25.1.0	28-Oct-10 - Implemented - Available in MaintRel13, Scheduled Release SEA.25.1.0
3-Routine	DEVI-062353	Implemented	Production	CST	CST - Pass Issue - Incorrect End Date [Call# 191478]	CT	8/17/10	ealugur		MaintRel13	SEA.25.1.0	20-Oct-10 - Implemented - Available in MaintRel13, Scheduled Release SEA.25.1.0
3-Routine	DEVI-062475	Implemented	Production	Call Center Website	CCW - Call Header/Cardholder Name Overwritten By Support Occurrence Name (Call #200138)	KCM	8/29/10	ealugur		MaintRel13	SEA.25.1.0	28-Oct-10 - Implemented - Available in MaintRel13, Scheduled Release SEA.25.1.0
3-Routine	DEVI-062496	Implemented	Production	Institutional Website	BAW - Agreement Renewal Approved Without Program Setup (ERG)	ERG	8/30/10	ealugur		MaintRel13	SEA.25.1.0	15-Oct-10 - Implemented - Available in MaintRel13, Scheduled Release SEA.25.1.0
3-Routine	DEVI-062523	Implemented	Production	Institutional Website	BAW - Order Activity Log Details Voucher Indication (ERG)	ERG	8/31/10	ealugur		MaintRel13	SEA.25.1.0	15-Oct-10 - Implemented - Available in MaintRel13, Scheduled Release SEA.25.1.0
3-Routine	DEVI-062567	Implemented	Production	REPORTS	Reports - Institution Card Account Transaction History Time Not Populating (Call #200659)	KCM	9/2/10	nkerr		MaintRel13		12-Nov-2010: Implemented: Ready for test on Formal
3-Routine	DEVI-062605	Implemented	Production	Institutional Website	BAW - Replaced Card Regional Passport End Date Using Old Contract End Date (Call #200834)	KT	9/6/10	nkerr		MaintRel13		New Issue
3-Routine	DEVI-062679	Open	Production	Agency Website	AGW - BA Cards Expired Block Work Orders Not Displayed On Block Unblock Cards and Products (Call #198982)	KCM	9/9/10	ksirikum		MaintRel13		New Issue
3-Routine	DEVI-062713	Implemented	Production	CDA	CDA - Agency users unable to view Route Variant field in Location properties (Call #201471)	KCM	9/10/10	ealugur		MaintRel13	SEA.25.1.0	06-Oct-10 - Implemented - Available in MaintRel13, Scheduled Release SEA.25.1.0
3-Routine	DEVI-062891	Implemented	Production	Infrastructure	Windows - Patches Needed for September 2010 (ERG)	ERG	9/21/10	aadalja		MaintRel13		New Issue - This DEVI is to notify and track the deployment of Windows hotfixes released by Microsoft.
3-Routine	DEVI-062924	Open	Production	Infrastructure	Disk Space - Increase the System Drive Space for Web Servers and Middleware (ERG)	ERG	9/22/10	aadalja		MaintRel14		New Issue
3-Routine	DEVI-062943	Implemented	P2-MR12-RTB	Cardholder Website	CHW - Able to register Youth card to cardholder with no DOB (call# 203022)	KCM	9/23/10	ealugur		MaintRel13	SEA.25.1.0	15-Oct-10 - Implemented - Available in MaintRel13, Scheduled Release SEA.25.1.0

Severity	DEVI #	State	Originating Area	Product Area	Title	Agency/ ERG	Date Sub	ERG Owner	Bus Prty	Planned Release	Scheduled Release	Comment
3-Routine	DEVI-062979	Implemented	Production	PFTP - Psion	PFTP- OOS security failed error, Reboot to resolve (call 202217)	KT	9/28/10	ealгур		MaintRel13	SEA,25,1,0	09-Nov-10 - Implemented - Available in MaintRel13, Scheduled Release SEA,25,1,0
3-Routine	DEVI-062984	Implemented	Production	Back_Office_Ap plication	Back office - Purse Replacement - "Payment Value0" field not including pending purse values (ERG)	ERG	9/28/10	ealгур		MaintRel13	SEA,25,1,0	14-Nov-10 - Implemented - Available in MaintRel13, Scheduled Release SEA,25,1,0
3-Routine	DEVI-062986	Implemented	Production	Institutional Website	BAW - BA replacement - WO completes when pass product still pending action to new card (ERG)	ERG	9/28/10	nkerr		MaintRel13		New Issue
3-Routine	DEVI-063046	Open	Production	Clearing Services	Clearinghouse - Autoload-enabled Lost/Stolen Card performed Autoload when tapped after 60 days [Call# 202405]	ST	9/29/10	shille		MaintRel13		04-Oct-10 - Open - Updated Planned Release to MaintRel13 (from Undetermined)
3-Routine	DEVI-063091	Implemented	Production	Call Center Website	CCW - Updating CC details does not change them everywhere [Call#203008]	KCM	10/1/10	ealгур		MaintRel13	SEA,25,1,0	10-Nov-10 - Implemented - Available in MaintRel13, Scheduled Release SEA,25,1,0
3-Routine	DEVI-063104	Implemented	Production	Cardholder Website	CHW - Update Credit Card Details Not Being Applied (ERG)	ERG	10/3/10	ealгур		MaintRel13	SEA,25,1,0	10-Nov-10 - Implemented - Available in MaintRel13, Scheduled Release SEA,25,1,0
3-Routine	DEVI-063111	Implemented	Production	OBFTP	OBFTP - Trip End seaTripld Incorrect Value (ERG)	ERG	10/4/10	ealгур		MaintRel13	SEA,25,1,0	12-Nov-10 - Implemented - Available in MaintRel13, Scheduled Release SEA,25,1,0
3-Routine	DEVI-063122	Implemented	Production	GAK	GAK - Faunterloy Passenger Tollbooth - unable to process ORCA transactions (call 204037)	WSF	10/5/10	ealгур		MaintRel13	SEA,25,1,0	28-Oct-10 - Implemented - Available in MaintRel13, Scheduled Release SEA,25,1,0
3-Routine	DEVI-063146	Implemented	Production	Back_Office_Ap plication	Websites - Transaction History Reversal Transaction Incorrect Full-Fare Trip Value (Call #204267)	KCM	10/6/10	nkerr		MaintRel13		New Issue
3-Routine	DEVI-063190	Implemented	Production	Institutional Website	BAW - Card Group Status Blocked (Call #204371)	KCM	10/10/10	ealгур		MaintRel13	SEA,25,1,0	14-Nov-10 - Implemented - Available in MaintRel13, Scheduled Release SEA,25,1,0
3-Routine	DEVI-063209	Implemented	Production	Call Center Website	CCW - Receipt Details Display Duplicate Product (Call #204706)	KCM	10/11/10	ealгур		MaintRel13	SEA,25,1,0	28-Oct-10 - Implemented - Available in MaintRel13, Scheduled Release SEA,25,1,0
3-Routine	DEVI-063239	Open	Production	Agency Website	AGW - Blank Page when blocking Product (Call #204791)	PT	10/12/10	ksirikum		MaintRel14		New Issue
3-Routine	DEVI-063242	Open	Production	Card Services	Card Order Patch - Update Missing Shipping & CSN Data for Stock Orders 12785 & 12786	ERG	10/12/10	ksirikum	?	MaintRel13		New Issue
3-Routine	DEVI-063243	Implemented	Production	Call Center Website	CCW - Service Unavailable When Closing Existing Occurrence With No Call Category or Call Reason (ERG)	ERG	10/12/10	ealгур		MaintRel13	SEA,25,1,0	15-Oct-10 - Implemented - Available in MaintRel13, Scheduled Release SEA,25,1,0
3-Routine	DEVI-063266	Implemented	Production	GAK	GAK- GAKs not reading cards until rebooted (call#204874)	WSF	10/13/10	ealгур		MaintRel12	SEA,24,2,6	08-Nov-10 - Implemented - Available in MaintRel12, Scheduled Release SEA,24,2,6

Severity	DEVI #	State	Originating Area	Product Area	Title	Agency/ ERG	Date Sub	ERG Owner	Bus Prty	Planned Release	Scheduled Release	Comment
3-Routine	DEVI-063269	Open	Production	CST	CST - Incomplete details printed on receipt (Call #204708)	KCM	10/13/10	tmcauley		MaintRel12	SEA,24,2,3	02-Nov-10 - Open - ERG To Continue Logging For 30 Days After Production Release
3-Routine	DEVI-063270	Implemented	Production	Call Center Website	CCW - Closing an Instance w/o category/reason set results in No Service Available error message [call#204881]	KCM	10/13/10	eaugur		MaintRel13	SEA,25,1,0	15-Oct-10 - Implemented - Available in MaintRel13, Scheduled Release SEA,25,1,0
3-Routine	DEVI-063287	Implemented	Production	REPORTS	Reports: When TRANSIT_OPERATOR is null, ORA-01400 occurs when writing to RTW_NTD (ERG)	ERG	10/13/10	eaugur		MaintRel12	SEA,24,2,2	18-Oct-10 - Implemented - Available in MaintRel12, Scheduled Release SEA,24,2,2
3-Routine	DEVI-063305	Implemented	Production	Agency Website	AGY - WO and TH DISPLAY different Product Description for same Card Product Order[call#205014]	WSF	10/14/10	nkerr		MaintRel13		New Issue
3-Routine	DEVI-063309	Open	Production	REPORTS	Reports - Add "Time" field to business views which require Date and Time (Call #201216)	CT	10/14/10	asmith		MaintRel13	SEA,25,1,0	
3-Routine	DEVI-063313	Open	Production	PFTP - Psion	PFTP - OOS security failed error, XMOD Replace/Reset to resolve (Call #205572)	ERG	10/14/10	ssringar		MaintRel14		New Issue
3-Routine	DEVI-063351	Open	Production	Call Center Website	CCW - Autoload maintenance fee transaction created in replacement scenario (Call #204344)	WSF	10/17/10	ksirkum		MaintRel14		10-Nov-10 - Info Provided - Open
3-Routine	DEVI-063366	Open	Production	OBFTP	OBFTP - Not activating future set as expected (Call #203904)	KCM	10/18/10	marundel		MaintRel13		New Issue
3-Routine	DEVI-063374	Implemented	Production	Infrastructure	Windows - Patches Needed for October 2010 (ERG)	ERG	10/18/10	aadalla		MaintRel13		New Issue - This DEVI is to notify and track the deployment of Windows hotfixes released by Microsoft.
3-Routine	DEVI-063379	Implemented	Production	TVM	TVM - Vanpool Pass A & B Missing From Product List (ST Email)	ST	10/18/10	eaugur		MaintRel13	SEA,25,1,0	20-Oct-10 - Implemented - Available in MaintRel13, Scheduled Release SEA,25,1,0
3-Routine	DEVI-063396	Implemented	Production	Multiple Front End Devices	Front Office Devices - Erroneous Handling of CD Payload MAC Validation (ERG)	ERG	10/19/10	eaugur		MaintRel13	SEA,25,1,0	25-Oct-10 - Implemented - Available in MaintRel13, Scheduled Release SEA,25,1,0
3-Routine	DEVI-063416	Open	Production	CST	CST - CD Download Failure Message (ERG)	ERG	10/19/10	tmcauley		MaintRel14		New Issue
3-Routine	DEVI-063432	Open	Production	Institutional Website	BAW - Multiple Replacement Card Orders Created By Multiple Confirm Presses (Call #205391)	ET	10/20/10	ksirkum		MaintRel14		New Issue
3-Routine	DEVI-063488	Awaiting_Info	Production	TVM	TVM KIT- The TVM KIT is losing communication and requires a reboot to return to service (Call #205673)	ST	10/22/10	dbarker		MaintRel13		15-Nov-10 - Awaiting_Info - ST to Provide the Following - Why Are TVMs Rebooting at Ten Past Midnight?
3-Routine	DEVI-063489	Request_Close	Production	FO General	Trip less than full refund leaves more than \$300.00 in Purse[call#205832]	KCM	10/22/10	eaugur		NOT APPLICABLE	CARD-PURSE -OV	11-Nov-10 - Request_Close - Updated 'Scheduled Release' to CARD-PURSE-OV
3-Routine	DEVI-063504	Request_Close	Production	CST	CST - Unable to create image to send to central system (Call #205834)	KCM	10/25/10	eaugur		MaintRel12	SEA,24,2,7	09-Nov-09 - Request_Close - Implemented to RTB as SEA,24,2,7 (MR12) - Req Verify to Close

Severity	DEVI #	State	Originating Area	Product Area	Title	Agency/ ERG	Date Sub	ERG Owner	Bus Prty	Planned Release	Scheduled Release	Comment
3-Routine	DEVI-063508	Implemented	Production	Reporting	AV_TXN_DETAILS show incorrect Institution Id for txn type "SEA Unredeemed Institutional Or" (Call #205573)	PT	10/25/10	nkerr		MaintRel13		New Issue
3-Routine	DEVI-063515	Implemented	Production	GAK	GAK - Failed to send specific response code (Call #206024)	WSF	10/26/10	eaugur		MaintRel13	SEA.25.1.0	15-Nov-10 - Implemented - Changed to MaintRel13 as the 24.2.6 release will not be promoted to all GAKs until then.
3-Routine	DEVI-063516	Implemented	Production	REPORTS	Reports - Institutional Card Account Txn History Report - Route ID parameter wrong data type (Call #204130)	KCM	10/26/10	nkerr		MaintRel13	SEA.25.1.0	12-Nov - Implemented - Updated on Formal and ready for test. Will promote to RTB when passed.
3-Routine	DEVI-063535	Open	Production	Card Initialiser and Fulfillment Manager	CIPP - Timeout while marking order as complete (Call #206092)	KCM	10/27/10	manwar		MaintRel14		New Issue
3-Routine	DEVI-063544	Open	Production	Institutional Website	BAW - 'Status Date' not updated when the system updates status of an agreement automatically (Call #206170)	CT	10/27/10	ksirkum		MaintRel14		New Issue
3-Routine	DEVI-063548	Implemented	Production	OBFTP	OBFTP - Card Reader Firmware Upgrade Robustness (ERG)	ERG	10/27/10	eaugur		MaintRel13	SEA.25.1.0	12-Nov-10 - Implemented - Available in MaintRel13, Scheduled Release SEA.25.1.0
3-Routine	DEVI-063568	Open	Production	Back Office Application	Archive CSV Userdata files (ERG)	ERG	10/28/10	aadalla		MaintRel13		New Issue
3-Routine	DEVI-063569	Request_Close	Production	CST	CST - Error Message When Adding To Shopping Basket (Call #206296)	KCM	10/28/10	eaugur		MaintRel12	SEA.24.2.7	09-Nov-09 - Request_Close - Implemented to RTB as SEA.24.2.7 (MR12) - Req Verify to Close
3-Routine	DEVI-063578	Implemented	Production	Actionlisting	Actionlisting - Card Block Actionlist Not Regenerating (Call #206339)	PT	10/31/10	nkerr		MaintRel14		New Issue
3-Routine	DEVI-063579	Request_Close	Production	Call Center Website	CCW - Unable To Purchase Annual Pass After 26th To Start Next Month (206370)	KCM	10/31/10	eaugur		NOT APPLICABLE	N/A	12-Nov-10 - Request_Close - CSTs Had Incorrect Daylight Savings Time
3-Routine	DEVI-063593	Request_Close	Production	CST	CST - ShoppingBasketPanel Unknown Error (Call #206670)	PT	11/1/10	eaugur		MaintRel12	SEA.24.2.7	09-Nov-09 - Request_Close - Implemented to RTB as SEA.24.2.7 (MR12) - Req Verify to Close
3-Routine	DEVI-063608	Open	Production	Institutional Website	BAW - Replaced Card Purse Remote Add Value Over \$300 (Call #206733)	KCM	11/2/10	ksirkum		MaintRel14		New Issue
3-Routine	DEVI-063610	Open	Production	Call Center Website	CCW - Retrieving Order Confirmation From Previous Call When Scripting Disabled & Multiple Submission On Payment (Call #205735)	ET	11/2/10	ksirkum		MaintRel14		New Issue
3-Routine	DEVI-063612	Implemented	Production	REPORTS	Reports - Missing Transactions (Call #206740)	KCM	11/2/10	nkerr		MaintRel13		New Issue
3-Routine	DEVI-063643	Request_Close	Production	CST	CST - Failed to Load Resources (Call #207109)	PT	11/4/10	eaugur		MaintRel12	SEA.24.2.7	09-Nov-10 - Request_Close - Available in MaintRel12, Scheduled Release SEA.24.2.7
3-Routine	DEVI-063647	Implemented	Production	TRU	TRU - Stuck Dialing TRU Server (Call #206542)	CT	11/4/10	eaugur		MaintRel13	SEA.25.1.0	12-Nov-10 - Implemented - Available in MaintRel13, Scheduled Release SEA.25.1.0

Severity	DEVI #	State	Originating Area	Product Area	Title	Agency/ ERG	Date Sub	ERG Owner	Bus Prty	Planned Release	Scheduled Release	Comment
3-Routine	DEVI-063687	Implemented	Production	PFTP - Psion	PFTPp - Device Froze while publishing ridership statistics UD (Call #207078)	KT	11/8/10	ealgur		MaintRel13	SEA.25.1.0	17-Nov-10 - Implemented - Available in MaintRel13, Scheduled Release SEA.25.1.0
3-Routine	DEVI-063695	Implemented	Production	SAFTP	SAFTP - Not going OOS or rebooting (Call #207303)	CT	11/9/10	ealgur		MaintRel13	SEA.25.1.0	17-Nov-10 - Implemented - Available in MaintRel13, Scheduled Release SEA.25.1.0
3-Routine	DEVI-063698	Implemented	Production	OBFTP	OBFTP - Not Authenticating User/Password When Connecting Via Telnet (ERG)	ERG	11/9/10	ealgur		MaintRel13	SEA.25.1.0	12-Nov-10 - Implemented - Available in MaintRel13, Scheduled Release SEA.25.1.0
3-Routine	DEVI-063699	Open	Production	Cardholder Website	CHW - Expired Credit Card Used For Enable/Update Autoload (Call #207506)	KCM	11/9/10	ksirkum		MaintRel14		New Issue
3-Routine	DEVI-063701	Implemented	Production	PFTP - Psion	PFTPp - Stopped Reading Cards While In Fare Mode (Call #206159)	KT	11/9/10	ealgur		MaintRel13	SEA.25.1.0	17-Nov-10 - Implemented - Available in MaintRel13, Scheduled Release SEA.25.1.0
3-Routine	DEVI-063702	Implemented	Production	PFTP - Psion	PFTPp - Stopped Reading Cards While In Fare Mode (Call #206163)	KT	11/9/10	ealgur		MaintRel13	SEA.25.1.0	17-Nov-10 - Implemented - Available in MaintRel13, Scheduled Release SEA.25.1.0
3-Routine	DEVI-063712	Open	Production	Cardholder Website	CHW - Logout Prompted When Selecting Public Links (Call #207511)	KCM	11/10/10	marundel		MaintRel13		New Issue
3-Routine	DEVI-063719	Open	Production	Agency Website	Agency Website - Websites need to update an Active Directory attribute to determine last login time (ERG)	ERG	11/10/10	dbabic		MaintRel14		11-Nov-10 New Issue
3-Routine	DEVI-063720	Implemented	Production	Infrastructure	Windows - Patches Needed for November 2010 (ERG)	ERG	11/10/10	aadalia		MaintRel13		New Issue - This DEVI is to notify and track the deployment of Windows hotfixes released by Microsoft.
3-Routine	DEVI-063737	Open	Production	Device Management	DMCG - DAC generating failed start of day message (Call #207065)	CT	11/12/10	marundel		MaintRel14		New Issue
4-Low	DEVI-054077	Open	P2-MR2-RTB	Card Initialiser and Fulfillment Manager	CIPP - Preloaded Disposable Orders & Medium Changed Error (#1836)	KCM	2/12/09	manwar	L	NOT APPLICABLE	BO-DEVI-CIP P	06-Oct-10 - Open - Updated / 'Scheduled Release' to BO-DEVI-CIPP
4-Low	DEVI-062132	Request_Close	Production	Reporting	Reports - Change Auto Generating Reports Back to Adobe - Final Formats to be decided. (195044)	PT	7/29/10	ealgur		NOT APPLICABLE	SEA.24.1.0/R EP-DEVI-AGR	11-Nov-2010: Request Close - auto generating reports updated as per SEA-06063 Auto Generating Report Configuration.
4-Low	DEVI-063075	Implemented	Production	REPORTS	Reports - Add option to view Card Inventory report by Summary only (ERG)	ERG	9/30/10	nkerr		MaintRel13		12-Nov-2010: Implemented - Report on Formal ready for testing
4-Low	DEVI-063377	Open	Production	Back_Office_Application	CST - Remote Replacement Block Card Work Order Created With Incorrect Agency ID (ERG)	ERG	10/18/10	ksirkum		MaintRel14		New Issue
4-Low	DEVI-063627	Implemented	Production	TRU	TRU - Improve process of removing/replacing TRUs so that they do not appear on the Device Connection report (Call #206354)	KCM	11/3/10	aserrain		MaintRel13		New Issue
4-Low	DEVI-063751	Open	Production	CST	CST - Packing Lists have unneeded Comma in Address [call#207419]	KCM	11/15/10	ksirkum		MaintRel13	SEA.25.1.0	New Issue

Severity	DEVI #	State	Originating Area	Product Area	Title	Agency/ ERG	Date Sub	ERG Owner	Bus Prty	Planned Release	Scheduled Release	Comment
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-- End of List --

STATE:

Open = Issue being investigated/fixd
Awaiting_Info = Awaiting further information to address issue

Implemented = Issue has been resolved and will be released upon successful test
Request_Close = Resolution deployed - pending confirmation to close

Suspended = Work deferred

Conditional FSA Agreement/ RFCS Contract No. 229944

Amendment 94 - Attachment C

To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System

This Amendment 94 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into by and between ERG Transit Systems (USA) Inc, a California corporation and wholly owned subsidiary of Vix-ERG Limited, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

Recitals

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. With the development phase of the project nearing completion, the Agencies and the Contractor desire to establish a process for analyzing and implementing Contractor and Agency initiated changes to the System during the operations and maintenance phase.

- C. The Agencies agree to amend Exhibit 2, Definitions; Section 3.I-31, Change Orders; and Exhibit 9, Section XVII, Project Staff Positions and Hourly Rates as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Contract as set forth herein.

1.0 Application of Amendments

Unless otherwise specified herein or agreed to by the Parties, the amendments herein shall apply to Change Requests, Directive or Agreed Change Orders signed by the Agencies on or after November 15, 2010.

2.0 Amendments to Definitions

2.1 The definition of "Contract Administrator" is amended in its entirety to read as follows, effective retroactively to June 15, 2010:

Contract Administrator - The individual holding the position of "Operations Manager," which is the position designated by the Agencies to act on their behalf in accordance with Section 2.I-3.

2.2 The following definitions are added to Exhibit 2:

Agreed Change Order - a Change Order issued by the Agencies with the Contractor's agreement, including but not limited to Change Orders for analysis and proposal preparation under Section 3.I-31.5.2 and Change Orders for new work under Section 3.I-31.5.3.

Directive Change Order - a Change Order issued by the Agencies without the Contractor's agreement as provided by Section 3.I-31.4.

3.0 Amendment of Section 3.I-31

Section 3.I-31 is amended in its entirety to read as follows:

3.I-31 Changes to RFCS and Change Orders

31.1 General

Changes to the RFCS may be initiated by the Contractor in accordance with the Contract and a change management process agreed upon by the Agencies (note: CDRL 8-B needs to be revised). Changes to the RFCS may be initiated by

the Agencies by submitting a Change Request, a Directive Change Order or an Agreed Change Order.

31.2 Contractor-Initiated Change Requests

31.2.1 All Contractor-initiated proposals to change the RFCS shall be documented in a Change Request form that is agreed upon by the Parties.

31.2.2 a. Except as provided in subsection 3.1-31.2.2(b), the Contractor shall notify the Agencies at least ten (10) working days prior to implementing a Contractor-initiated change by submitting a signed Change Request to the Contract Administrator.

b. The Contractor may make changes with less, or no, advance notice to the Agencies if the change is reasonably determined to be necessary to prevent or mitigate the impacts of:

- a. an unscheduled cessation or interruption of any RFCS operations or functions that directly affect the ability of the Agencies and their customers to use the RFCS;
- b. a failure to complete Clearinghouse processing, reporting and CD distribution on a timely and accurate basis;
- c. a security breach or known security vulnerability; or
- d. other emergency circumstances

In such cases, the Contractor shall submit the Change Request to the Contract Administrator as soon as is possible and in no event later than 2 working days after the change was made.

31.2.3 The Contractor shall not make the following changes without written approval of the Agencies in advance.

- a. a change in the type, model, supplier or original equipment manufacturer or version of equipment, smart cards, and software provided to the Agencies or participants in the retail revalue network;
- b. a change that requires an interruption of any RFCS operations or functions in order to implement; or
- c. a change that is not in accordance with the provisions of the Contract.

31.3 Agency-Initiated Change Requests

The Agencies may initiate the following types of specified changes, and any others as may be subsequently agreed upon by the Parties, by submitting a Change Request to the Contractor. The compensation, if any, applicable to such specified changes is limited to what is expressly provided in the Contract

sections listed below. The Contractor shall not be entitled to any other compensation for activities involved in making said changes, including but not limited to any administrative activities.

Agency-Initiated Change	Added compensation (if any) for implementation of change by Contractor
a. changes to Fare Product attributes	no added compensation per Section 6.II-5.4.3
b. changes to the static text, pdf's, names, logos and design of the RFCS websites	Added compensation per Section 6.II-13.2(k) for work not covered by the allowance
c. installation/commissioning, if needed, for new or moved Agency-owned equipment	Added compensation per Exhibit 9, Section IV
d. development of a new Report	Added compensation as specified in Ex.9, Section XVIII(F)
e. development of new training course and materials	Added compensation as specified in Ex.9, Section VII.
f. conduct training class	Added compensation as specified in Ex.9, Section VII.

31.4 Directive Change Orders

31.4.1 A written Directive Change Order is the means by which the Contract Administrator on behalf of the Agencies may, at any time, without notice to the sureties, unilaterally direct the Contractor to make any change in the scope of Work of this Contract. No oral order or conduct by the Agencies will constitute a Directive Change Order unless confirmed in writing by the Contract Administrator.

31.4.2 If any Directive Change Order causes an increase or decrease in the cost of the Contract, an equitable adjustment in the Contract price, shall be made and the Contract modified in writing accordingly. Any adjustment increasing or decreasing the Contract price which is not agreed upon or cannot be determined by a price in the Contract shall be determined by the reasonable labor and material costs incurred by the Contractor in performing the Directive Change Order but only to the extent that the Contractor can establish to the satisfaction of the Contract Administrator on behalf of the Agencies, acting reasonably, that they are clearly and solely attributable to the Directive Change Order for which compensation is being sought. Labor costs shall be calculated initially by multiplying the actual hours reasonably required for the repair by the applicable hourly labor rate for the person performing the Work as provided in the Project Staff Positions and Hourly Rates table set forth in Exhibit 9, Section XVII. Said hourly rates shall be presumed to be reasonable unless otherwise determined

through a cost/price analysis conducted as provided under Section 3.1-32. Material costs shall be the reasonable cost of the material and a reasonable material mark-up for overhead/profit not exceeding 31.3%.

A ten percent (10%) mark-up on the amount of compensation due under this subsection shall be added in full payment of all administrative activities related to processing and performing the work of the Directive Change Order, including but not limited to any hours expended by the Contractor's Operations Manager, Contract Manager, Project Accountant, Project Scheduler, and Purchasing Clerk/Administrative Assistant.

In any event, the Contractor shall provide such cost or price information: as is necessary to enable the Agencies to comply with applicable law, the requirements of FTA Circular 4220.1D; and/or as is required under Section 3.1-33 "Contract Claims" and Section 3.1-34, "Dispute Review Board."

31.4.3 If the Agencies initiate a Directive Change Order that is reasonably estimated by either party to warrant a price increase of at least \$100,000, the parties shall attempt to negotiate an agreed upon price adjustment. If the Contractor does not agree with the Agencies' proposed price adjustment for such a major Directive Change Order and files a Contract Claim in accordance with Section 3.1-33, the Contractor shall not be required to commence work on the Directive Change Order until either (1) the Contractor and the Agencies reach agreement on the amount of the adjustment; or (2) the Agencies agree to an adjustment amount recommended by the DRB.

31.5 Agreed Change Orders

The following process shall be used by the Parties in seeking agreement on the scope, schedule and compensation for new work.

31.5.1 **Step One:** Preliminary Request and Response

- a. The Agencies' Contract Administrator shall submit a written preliminary request for new work to the Contractor that includes the following:
 - i. Description of the problem and business need
 - ii. Description of how the new work will improve the system
 - iii. Description of the negative effects of not performing the work
 - iv. Description of the Agency business requirements
 - v. Description of who most directly benefits from the new work and (to the extent possible) quantify the benefit, e.g. 100,000 customers receive better service
 - vi. Description of the elements of the system and documentation that the Agencies believe may be affected by the new work

- vii. The completion date needed for the new work and/or any key milestones in the development or delivery.
 - viii. Any dependencies for the new work, e.g. schedule or other work
 - ix. Description of whether the new work is regional, agency-specific, or a subset of multiple agencies
- b. If needed, the Contractor and the Agencies shall meet to clarify the preliminary request.
- c. The Contractor shall provide a written response that includes the following:
 - i. confirmation or correction of the information submitted by the Agencies;
 - ii. if the new work is reasonably determined by the Contractor to be simple in nature, a proposal to perform the new work that meets the requirements of Section 31.5.2(c) below;
 - iii. if the new work is reasonably determined by the Contractor to be complex in nature, identification of the positions that would be needed to analyze the Agencies' request and develop a proposal for the new work, the applicable hourly rates for each position and a not -to-exceed amount to perform the analysis and develop a proposal for the new work;
 - iv. the number of days needed to submit a proposal if and when the Agencies provide authorization to proceed with Step Two.

The Contractor shall provide said written response, or a written notice of the additional time reasonably required if the proposed new work is complex in nature, within ten (10) working days after receipt of the Agencies' preliminary request for new work.

- d. No additional compensation will be due to Contractor under Step One for any activities including but not limited to any administrative activities.

31.5.2 **Step Two:** Analysis and Development of Proposal

- a. If the Agencies desire to engage the Contractor to analyze requested new work and prepare a proposal, the Contract Administrator and the Contractor shall work together to develop and sign a written Agreed Change Order, which shall include the following:
 - i. all the information about the new work obtained in the Step One preliminary request and response;
 - ii. the Contractor's agreement to perform the analysis of the new work and deliver a proposal by a specified date; and

iii. the Agencies' agreement to pay additional compensation as provided below for the Contractor's preparation and delivery of a new work proposal.

b. The added compensation to perform the analysis and provide a proposal shall consist of:

- i. compensation for the reasonable hours expended by persons in the classifications listed in Exhibit 9, Section XVII, and compensable at the fully-loaded hourly rates specified therein, but not to exceed an agreed amount.
- ii. a ten percent (10%) mark-up on the amount of hourly compensation due under subsection b(i) in full payment of all administrative activities related to processing and performing the Step Two analysis and preparing the proposal, including but not limited to any hours expended by the Contractor's Operations Manager, Contract Manager, Project Accountant, Project Scheduler, and Purchasing Clerk/Administrative Assistant.

The Contractor may submit an invoice for such added compensation as part of a monthly O&M invoice after it delivers the proposal for new work.

c. Upon signing an Agreed Change Order, the Contractor shall perform the required analysis and deliver a proposal for the new work by the agreed due date. The proposal shall include at a minimum the following unless otherwise agreed by the Parties:

- i. detailed functional requirements for the new work and detailed description of the new work needed to meet those requirements;
- ii. a detailed "impacts analysis" listing elements of the RFCS that require change or modification to implement the change, documents that require creation or modification, and any waivers requested by the Contractor in order to perform the work. For changes impacting fare cards or fare transaction processors, the impacts analysis shall also include an estimate on the impact on fare processing transaction time.
- iii. compensation for the reasonable hours expended by persons in the classifications listed in Exhibit 9, Section XVII, and compensable at the fully-loaded hourly rates specified therein, but not to exceed an agreed amount. The proposal shall include the hours needed to perform the new work, listed by the classifications in Exhibit 9, Section XVII.

iv. a ten percent (10%) mark-up on the amount of compensation due under subsection c(ii) in full payment of all administrative activities related to creating an Agreed Change Order and processing and performing the new work (if the Agencies agree to proceed with Step Three), including but not limited to any hours expended by the Contractor's Operations Manager, Contract Manager, Project Accountant, Project Scheduler, and Purchasing Clerk/Administrative Assistant.

v. a schedule for all activities and deliverables, including but not limited to development, testing and documentation; and

vi. description of one or more payment milestones.

31.5.3 **Step Three:** Agreed Change Order

If agreement is reached by the Parties on the terms listed in 31.5.2(c), an Agreed Change Order and/or Amendment shall be signed by Contractor and the Agencies. Provided, however, the Agencies reserve their rights under section 3.1- 31.4 to require that the Contractor perform new work without the Contractor's agreement by issuance of a Directive Change Order.

31.6 Added compensation due for an Agency-initiated Change Request or included in a Directive or Agreed Change Order shall be invoiced to the Agencies as part of a monthly invoice for operations and maintenance fees following (a) the issuance of a NAC for a Payment Milestone (if applicable) or (b) the successful completion of the Work included in a Change Request or a Directive or Agreed Change Order. Provided, however, the Contractor may submit an invoice for partial payment of the compensation due under a Change Request or a Directive or Agreed Change Order if: (a) at least 75% of the Work can be documented to have been satisfactorily performed; and (b) the Contractor is unable to perform the remaining 25% of Work for at least thirty (30) days due solely to an Agency Caused Delays. The Contractor's partial payment invoice shall include documentation of the Work Contractor believes was satisfactorily performed, the basis for the Contractor's percentage-complete determination, the last day Contractor was able to perform applicable Work and the nature of the alleged Agency Caused Delays that Contractor believes prevent it from completing the Work. Any partial payment made by the Agencies under this section shall not exceed the percentage completion of the entire Work and shall not constitute acceptance of the Work.

31.7 All Directive and Agreed Change Orders shall be implemented in accordance with the Disadvantaged Business Enterprise (DBE) compliance provisions herein.

4.0 Amendment of Section 3.I-32

Section 3.I-32 is amended in its entirety to read as follows:

3.I-32 Cost/Price Analysis

32.1 A price and/or cost analysis may be required by the Contract Administrator on behalf of the Agencies for the evaluation of any Directive or Agreed Change Orders, terminations, revisions to Contract requirements or other circumstances as necessary to enable the Agencies to comply with applicable law, the requirements of FTA Circular 4220.1D; and/or as is required under Section 3.I-33, "Contract Claims" and Section 3.I-34, "Dispute Review Board." But notwithstanding this Section 3.I-32.1 and any sections of the Contract or its Exhibits that may require disclosure of any cost or price information, other than Section 76 and the Price Schedule Exhibit for Project Management Administration and Performance Security expenses (for which the Contractor is required to provide cost and price information and documentation), the Contractor shall not be required to provide any cost or price information for the labor hourly rates, equipment prices and other prices listed at the time of Contract execution in Exhibit 9, "Price Schedule."

32.2 Price analysis and cost analysis and are generally described but not limited by the following:

(a) Price Analysis

Price analysis means the process of examining and evaluating a proposed price without evaluating its separate cost elements and proposed profit.

(b) Cost Analysis

Cost analysis means the review and evaluation of the separate cost elements and proposed profit of the Contractor's cost or pricing data. Cost analysis is the application of judgment utilizing criteria to project from the data to the estimated costs in order to form an opinion on the degree to which the proposed costs represent what the contract should cost, assuming reasonable economy and efficiency. Cost analysis may require an on-site visit by the Contract Administrator or designee to review company books and records as they relate to this project.

5.0 Amendment of Section 3.I-33

Section 3.I-33 is amended in its entirety to read as follows:

3.I-33 Contract Claims

33.1 The Contractor may file a Contract Claim as provided herein if the Contractor requests or believes for any reason that it is entitled to: additional compensation or an extension to a schedule, including but not limited to in response to a Directive Change Order; or less of a reduction in compensation or schedule due to a change in the scope of Work, including but not limited to in response to a Directive Change Order. The Contractor shall not be entitled to any additional compensation or to any extension to a new work schedule, and is deemed to have waived any entitlement, unless the Contractor provides the Contract Administrator with a written notice of claim, in accordance with the following requirements, no later than fifteen (15) working days after receipt of a Directive Change Order or thirty (30) days after the Contractor becomes, or should have become, aware of any other circumstance giving rise to a Contract Claim. Provided, however, the Contractor is barred from submitting and is deemed to have waived any Contract Claim related to a Change Request, Amendment or a Directive or Agreed Change Order after submittal of a monthly invoice that includes the final compensation for said Change Request, Amendment or a Directive or Agreed Change Order. The FSA invoice now being prepared will act as bar to all claims related to any Change Orders, Amendments and Change Requests included in said invoice. Attachment C-1 to this Amendment is a list of known Change Orders, Amendments and Change Requests that are not included in the FSA invoice and said list is attached as a bar to claims for project staff positions and hourly rates, and all administrative activities related to processing and performing the work including, but not limited to, any hours expended by the Contractor's Operations Manager, Contract Manager, Project Accountant, Project Scheduler, and Purchasing Clerk/Administrative Assistant.

33.2 The Contract Claim shall include the following information:

- a. A detailed factual statement of the Contract Claim for additional compensation and time, if any, or less of a reduction, providing all necessary dates, locations, and items of Work related to the Contract Claim;
- b. The dates of all facts related to the Contract Claim, as well as the names of individuals knowledgeable about the Contract Claim;
- c. References to specific provisions of the Contract that support the Contract Claim and a statement of the reasons why such provisions support the Contract Claim;

- d. Identification of any documents and the substance of any oral communications that support the Contract Claim;
- e. If an extension of time is sought:
 - (i) The specific days and dates for which it is sought;
 - (ii) The specific reasons the Contractor believes a time extension should be granted; and
 - (iii) The specific provisions of the Contract Documents under which it is sought; and
- f. If additional compensation or a lesser reduction is sought by the Contractor, the exact amount sought and substantiating details shall be provided by the Contractor, including, but not limited to, the Contractor's and any Subcontractor's material costs, staff classifications and billing rates, and labor hours, which would allow the Agencies to determine whether the amount sought was fair and reasonable. The Contractor shall only be required to provide copies of documents supporting these cost details as is necessary to enable the Agencies to comply with applicable law, the requirements of FTA Circular 4220.1D and/or as provided in Section 3.1-34, "Dispute Review Board."

33.3 The Contract Claim shall contain the following notarized statement:

Under the penalty of law for perjury or falsification, the undersigned,
_____, _____ of
(name) (title)
_____ (company) hereby certifies that the
Contract Claim for extra compensation and time, if any, made herein
for Work on this Contract is a true and complete statement of the
factual basis of the Contract Claim and all actual costs incurred and
time sought, and is fully documented and supported under the contract
between the parties.

33.4 The Contract Administrator may request, and the Contractor shall promptly provide, any additional information or documentation reasonably necessary for the evaluation of the Contract Claim provided that the Contractor shall only be required to provide copies of documents supporting these cost details as is necessary to enable the Agencies to comply with applicable law, the requirements of FTA Circular 4220.1D or as provided in Section 3.1-34, "Dispute Review Board." If requested to do so by the Contract Administrator, the Contractor shall meet and discuss the Contract Claim with the Contract Administrator or any other representative of the Agencies involved in the evaluation of the Contract Claim.

33.5 The filing of a Contract Claim by the Contractor shall neither postpone nor abate in any manner the Contractor's duty to perform the Work in accordance with the provisions of this Contract.

33.6 The Contract Administrator shall provide the Agencies' formal response to a Contract Claim within forty-five (45) days after receiving a claim from the Contractor that complies with the requirements set forth above, as well as any additional information provided by the Contractor at the Contract Administrator's request. The parties may mutually agree in writing to extend the time limit required for a formal response.

33.7 If the Contract Administrator fails or refuses to respond within such time, the Contract Claim shall be deemed rejected by the Agencies on the last day of the period within which the Contract Administrator was required to act upon the claim. The Contractor may refer a rejected Contract Claim to the Dispute Review Board ("DRB") within fourteen (14) days following the rejection of the Contract Claim. The Contractor's failure to refer its Contract Claim to the DRB within the required timeframe shall be deemed to constitute a complete waiver of and bar to said Contract Claim.

33.8 If the Agencies grant a Contract Claim, in whole or in part, or if the Agencies agree with a DRB recommendation to grant such a claim, the Contract Administrator shall process an appropriate Agreed Change Order.

33.9 The Contractor's failure to comply with the Contract Claim requirements set forth above shall be deemed to constitute a waiver of any claim or right to additional compensation, time, damages, and/or any other relief sought by the Contractor from the Agencies and a bar precluding the Contractor from asserting any claim or right to additional compensation, time, damages, and/or any other relief sought by the Contractor from the Agencies.

6.0 Amendment of Exhibit 9, Section XVII

Exhibit 9, Section XVII is amended in its entirety to read as follows:

XVII. PROJECT STAFF POSITIONS AND HOURLY RATES

Work undertaken by the following positions may be the subject of compensation on an hourly basis as provided under: Section 3.1-31.3(b) (Change Request in excess of the allowance); Section 3.1-31.4.2 (Directive Change Orders); 3.1-31.5.2 and 3.1-31.5.3 (Agreed Change Orders); Section 3.1-53 (Pre-acceptance Deficiencies in Equipment Provided Before Full System Acceptance); Section 3.1-58.3 (Warranty Maintenance); Exhibit 14, Section 4.2 (Post Warranty Depot Maintenance); and Exhibit 15, Section 6.2 (Post Warranty On-site Maintenance). No compensation will be paid for any hours expended by persons in positions not listed in the Table in this section. To the extent the Contractor is entitled to such

hours-based compensation, the hourly rates listed in the Table in this section shall apply. These rates are “fully loaded” and include but are not limited to all direct and indirect compensation, benefits, overhead and profit. No overhead or other markup shall be applied in calculating amounts due the Contractor other than the ten percent (10%) mark-up expressly allowed for project management, contract administration, accounting, scheduling, and other administrative activities under Section 3.I-31.4.2 (Directive Change Order), Section 3.I-31.5.2 (Agreed Change Order for Step Two analysis) and Section 3.I-31.5.3 (Agreed Change Order). The Contractor shall not be entitled to any other form of compensation for hours expended by any person in any position on project management, contract administration, accounting, scheduling, and other administrative activities, including but not limited to any hours expended by the Contractor's Operations Manager, Contract Manager, Project Accountant, Project Scheduler, and Purchasing Clerk/Administrative Assistant

Positions

PROJECT STAFF POSITIONS AND HOURLY RATES		Effective Jan.1, 2011	Effective Jan. 1, 2012
Test Manager	per hour	\$113.78	\$116.62
Chief Architect		\$132.23	\$135.53
Hardware Manager		\$102.50	\$105.06
Userware Manager		\$83.03	\$85.10
Technical Writer		\$83.03	\$85.10
Installation Manager		\$113.78	\$116.62
Quality Manager		\$86.10	\$88.25
Trainer		\$83.03	\$85.10
Field Service Manager		\$131.20	\$134.48
Field Service Technician		\$94.30	\$96.66
Product Manufacturing – HW Manager		\$111.73	\$114.52
Product Development Lead		\$96.35	\$98.76
ERG System Design Manager		\$132.23	\$135.53
Engineering Manager		\$121.98	\$125.02
Senior Programmer		\$94.30	\$96.66
Junior Programmer		\$76.88	\$78.80
Technical Engineer		\$94.30	\$96.66
Business Analyst		\$93.28	\$95.61
All Maintenance Classifications		\$61.50	\$63.04

Conditional FSA Agreement – Attachment C-1 (Amendment 94 Change Order Process)
November 16, 2010

The following table summarizes the work addressed in Contract Amendment 94 Section 3.1-33 Contract Claims. This work is either done or initiated by the Agencies (work in progress) but is not included in the FSA Final Invoice.

Source Document	Amendment	Name	Work Status	Notes
1 CR-002392	82	KCM DART PFTP Reconfiguration	Complete	With ERG for v5 price clarification
2 CR-002391	78	KT North Base Modifications	Not Done	With KT to schedule availability
3 RFI ERG-429 CR-002581	92	On-line Card Registration	Development Complete	Doc updates in review w/ Agencies
4 RFI RFCS-574	95	Transfer Card Balance PA	In Progress	With ERG
5 CR-002566	98	ST KCM New Flyer Site Survey	In Progress	With ERG
6 RFI RFCS-608	100	Youth Card Replacement PA	In Progress	With ERG
7 CR-002204	102	KCM Mail Center Equipment Move	Complete	In draft with agencies
8 CR-002568	103	KCM OBS Implementation INIT File	Complete	In draft with agencies
9 CR-002518 CR-002519 CR-002398 RFI RFCS-611	105	KCM Z-line SAFTP Commissioning Additional Work	Complete	In draft with agencies
10 CR-002557	106	September 2010 Excess Web Hours	Complete	In draft with agencies
11 CR-002373	107	Consolidate KT CST Data Base	In Progress	In draft with agencies
12 RFI RFCS-617	108	IT Olympia Express/PT Service	Not Done	In draft with agencies
13 RFI RFCS 616	109	DAC Modifications to Support KCM NAT/PAT (40 hours of labor)	Complete	In draft with ERG
14 CR-002341	110	ST BOC Move	Not Done	In draft with agencies
15 RFI RFCS-582	111	Mifare Ultralight C Disposable Card PA	Not Done	In draft with agencies

16	RFI RFCS-558	112	Accepting Metro Access Pass on Sound Transit Services	Not Done	In draft with agencies
17	CR-002558	113	Remove Disposable Cards from BA Website	Not Done	In draft with agencies
18	RFI RFCS-614	114	UW Cards Without CVN (solution)	Not Done	In draft with agencies
19	RFI RFCS-523	115	UW Card Group Management Documentation	Not Done	In draft with agencies
20	RFI RFCS-536	116	PFTP Multi Purpose Fare Collection PA	Not Done	In draft with agencies
21	RFI RFCS-612	117	KCM DAC Load Balancing	Not Done	In draft with agencies
22	RFI RFCS-620	118	Transaction History – Show All Transactions PA	Not Done	With ERG for estimate (11/19)
23	RFI RFCS-621	119	Port of Kingston Passenger Ferry PA	Not Done	With ERG for estimate (11/12)
24	RFI RFCS-622	120	Power Reset Solution for OBE PA	Not Done	In draft with agencies
25	RFI RFCS-625	121	Website Usability Improvement Recommendations PA	Not Done	With agencies